



Sep 25 06 09:47a

p. 3

Name	Address	Account #	Contact
Name	Address	Account #	Contact

Terms and Conditions of Sale

Name	Address	Account #	Contact
------	---------	-----------	---------

Number of Employees: 20 Est. Annual Sales \$ 10M Sales Area CHICAGO IL

Has the firm or any of its Principals ever been bankrupt? ☐ Yes ☒ No

If yes, explain: \_\_\_\_\_

Mortgage Holder / Lender N.A.

Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

OTHER BUSINESS DEBTS

Name	Address	Balance Due
------	---------	-------------

DAVIS Supply \_\_\_\_\_ (1) \_\_\_\_\_

CHRYSLER'S ENGINE KIM 7240 \_\_\_\_\_

W.W. GARDNER 500 \_\_\_\_\_

Person to Contact About Account: JOSEPH R. R. PRES.

Type of Credit Agreement
--------------------------

Applicant agrees to pay any collection costs incurred to collect the amount due, including reasonable attorney's fees.

The undersigned Will Not submit a financial statement.

The undersigned as an inducement to grant credit warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed above.

<u>[Signature]</u>	Name	<u>[Signature]</u>	Name
<u>[Signature]</u>	Title	<u>[Signature]</u>	Title
<u>[Signature]</u>	Title	<u>[Signature]</u>	Title

Sep 25 03 09:47a

p. 1



## PERSONAL GUARANTEE

In consideration of credit being extended by WATERFURNACE INTERNATIONAL to the above named applicant for merchandise to be purchased whether applicant be an individual(s), a partnership, a partnership, a corporation, or other entity, the undersigned guarantor(s) each hereby contract and guarantee to WATERFURNACE INTERNATIONAL the faithful payment, when due of all accounts of said applicant for purchases made with five years after the date of this application. The undersigned guarantor(s) each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor(s) of dishonor or default by applicant with respect to any security held by

X [Signature]  
extension of time of payment to applicant, acceptance of partial payment or payment by guarantor(s) might otherwise be entitled and demand for payment. Any compromise, all other notices to which the undersigned guarantor(s) might otherwise be entitled and demand for payment. Any revocation of this guarantee shall be in writing and delivered to WATERFURNACE INTERNATIONAL.

JAMES F. RIO  
Print [Signature]  
Sign Here

## CREDIT DEPARTMENT USE ONLY

Date Line of Credit approved \_\_\_\_\_

Date Line of Credit revised \_\_\_\_\_

Comments \_\_\_\_\_

Post-It® Fax Note 7671

Date	9/25/06	# of pages	3
To	WATERFURNACE	From	Jim Rio
Co./Dept.	CREDIT	Co.	VARIO CONST
Phone #		Phone	230 824 4600
Fax #	800 793 5667	Fax #	



Oct 06.06 10:38a

10/06/2006 09:36 2604793278

WATERFURNACE

PAGE 01

P. 1

**Term and Conditions of Sale**

9. All applicable federal, state or local sales, use or excise taxes are the responsibility of Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise specifically stated. WaterFurnace shall have the right to invoice separately any such taxes, which may be imposed at a later time. Applicable tax exemption certificates must accompany any other to which the same applies.
10. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party hereto at its respective address first written above. Any such notice, if so mailed, shall be deemed to have been received upon the third business day following such mailing. Each party hereto may change its address for notice purposes by written notice to the other party.
11. All prices are subject to change without notice.
12. Payment terms shall be cash, net thirty (30) days. A service charge of one and one-half percent (1 1/2%) per month eighteen percent (18%) annual rate will be charged on balances that remain unpaid after thirty (30) days as liquidated. Customer agrees to pay all costs and attorneys' fees incurred in collection of all past due invoices and accounts. Invoice(s) and statement(s) are provided as a courtesy and non-recall of such is not acceptable cause for delayed payment.
13. All shipments shall be FOB point of shipment unless otherwise stated on WaterFurnace's acknowledgement of the purchase order or request for quotations.
14. Prior to the date of delivery of the Goods, Purchaser shall have the right to make changes in its order provided that WaterFurnace receives written notice of the desired changes and agrees to the changes and provided further that Purchaser accepts any additional charge therefore as determined by WaterFurnace. Changes which interfere with or alter WaterFurnace's production schedules, as determined by WaterFurnace, will not be acceptable unless the time for performance is extended for such period as is deemed necessary by WaterFurnace. Failures of WaterFurnace to accept Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by WaterFurnace.
15. Purchaser warrants that the Goods are intended primarily for business uses and are not intended to be used for personal, family or household purposes and agree(s) not to use said purchases for such purpose.
16. WaterFurnace reserves the right to correct and is not bound to clerical or stenographic errors or omissions contained herein.
17. This Agreement represents the entire agreement of the parties and may be amended only by mutual agreement of the parties hereto by a written endorsement signed by each of them.
18. Any provision of this Agreement prohibited by law, invalidated by the enactment of any statute, ordinance or regulation, or declared unlawful by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition and shall not in any manner invalidate or effect the remaining provisions of this Agreement, such provisions being deemed severable.
19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without regard to its conflict of law provisions. The Federal and/or state courts situated in Allen County, Indiana shall have personal and subject matter jurisdiction over, and the parties each hereby submit to the venue of such courts with respect to any dispute arising pursuant to this Agreement, and all objections to such jurisdiction and venue are hereby waived. Purchaser consents to service of process as permitted under Indiana law.
20. (Optional: Add appropriate security interest/fixture filing provisions.)

**Hutchinson** **Amesbury**

**by:**

Date:

10-6-06

**WaterFurnace International, Inc.**

By:

**Date:**

DWD/Credit Application updated 9/29/2008

Post-it® Fax Note	FA-2000-1	Date	9/22/00	# of Pages	1
To	Jim	From	Jennifer		
Content	Varia	Date	SEP 22 2000		
Phone	630-834-4600	Phone	630-479-3220		
Fax	630-833-4473	Fax	630-479-3278		